



Request for Proposals

E-Rate FY 2021-2022

Information Technology Equipment and Installation with
Project Management

Solicitation No: 682001-21-1023

RFP Opening Date: December 9, 2020

RFP Opening Time: 2:00 P.M. (CST)

Dr. Cade Brumley
State Superintendent of Education

October 23, 2020

State Board of Elementary and Secondary Education

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6th BESE District

For further information, contact:
Sabra Reich
Director of Procurement & Operations
909 Poydras St. Suite 1230
New Orleans, LA 70112
Sabra.Reich@RSDLA.net

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DEPARTMENT OF EDUCATION, RECOVERY SCHOOL DISTRICT
Request for Proposals
For
E-Rate FY 2021-2022
Information Technology Equipment and Installation with Project Management

Solicitation No: 682001-21-1023

Part I. Administrative and General Information

1.1 Background

The Recovery School District (RSD) is a special school district administered by the Louisiana Department of Education. Created by legislation passed in 2003, the RSD is designed to take underperforming schools and transform them into successful places for children to learn.

The RSD is committed to excellence, belief in equity, and respect for the community. The RSD exists to transform struggling schools into great schools because that is what it will take for every student to be on track to graduate from college or to attain a professional career.

This project serves the RSD's mission of rebuilding school facilities in New Orleans through the [School Facilities Master Plan](#).

This Request for Proposals (RFP) defines the required products and services for RSD's facilities that are part of the rebuilding of schools after Hurricane Katrina. Both E-Rate Category 2 and approved FEMA funds will be utilized to pay for the equipment, installation, and project management for items listed within this RFP.

RSD plans to apply for Category 2 E-Rate funding in 2021-2022 to offset the wireless technology infrastructure for three new school buildings that are scheduled to open in August 2022.

1.2 Purpose

The Recovery School District (RSD) would like to receive information and proposals for:

- E-Rate Eligible Equipment
- E-Rate Eligible Equipment and Installation
- Installation of E-Rate Eligible Equipment

This Request for Proposal (RFP) is issued to invite vendors to submit information and/or bids. Issuance of this RFP in no way constitutes a commitment by the RSD to select a vendor and/or reward a contract. The RSD reserves the right to accept or reject any or all proposals submitted. Acceptance of any proposal with contractual terms may be dependent on the RSD's approval of E-Rate funding and appropriation of funds by the legislature of the State of Louisiana.

1.3 Schedule of Events

Event	Date & Time
Advertise RFP, mail public announcements, post to LaPac, and the E-Rate EPC portal. RFP issued to prospective Proposers	October 23, 2020
Deadline for receiving proposer written inquiries	5:00PM (CST), November 16, 2020
Deadline to issue responses and answer proposer written inquiries	November 20, 2020
Deadline for submitting proposals / Public Bid Opening	2:00PM (CST), December 9, 2020
Evaluation of Proposals	December 10, 2020 – January 8, 2021
Notice of Intent to Award – Estimated Date	January 11, 2021

Note: The Recovery School District reserves the right to deviate from these dates.

1.4 Pre-Bid Conference

A pre-proposal conference is not required for this RFP.

1.5 Definitions

Addendum- A Document or information attached or added to clarify, modify, or support the information in the REQUEST FOR PROPOSALS. All Addendums will be uploaded to the E-Rate Portal (EPC) and the electronic bidding site.

Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishments of the executive branch of the State of Louisiana authorized to participate in any contract resulting from this RFP.

Best and Final Offer- RSD reserves the right to conduct a BAFO with one or more Proposers determined by the evaluation committee to be reasonably susceptible of being selected for an award. If the BAFO process is undertaken, the Vendor(s) selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the RSD in comparing proposed solutions and in obtaining the most cost-effective pricing available from the Proposers. The evaluation criteria for a BAFO will be the same as the evaluation used in the initial assessment.

Consortium- A consortium (plural consortia or consortiums) is a group of E-rate eligible entities that seek competitive bids or E-rate funding for eligible services on behalf of its members. Schools can form consortia for the Schools and Libraries (E-rate) Program to aggregate demand to lower prices and promote more efficient use of shared facilities.

Contract – A legal binding agreement between the State and the awarded Contractor(s).

Contractor - Any person having a contract with a governmental body

Discussions - For this RFP presentation, a formal structured means of conducting written or oral communications/presentations with responsible Proposers who submit a proposal in response to this RFP

District - Recovery School District, a body corporate, for and on behalf of the Louisiana Department of Education

Eligible Services - Eligible Services are products and services that are eligible for E-Rate support. Eligible Services are divided into two priorities and four categories: "Category 1" includes Data Transmission services, including Internet Access. "Category 2" includes Internal Connections, Basic Maintenance of Internal Connections, and Managed Internal Broadband Services (MIBS).

E-Rate - A federal program that offers eligible schools and libraries discounts on telecommunications,

Internet Access, Internal Connections including Managed WI-FI and basic maintenance

Equivalent- A replacement for a good or service that achieves the same result and has the same functionality as the product or service requested in the RFP. All equivalent goods and services will be considered that meet the definition.

Green Light Rule - Concerning the USF, when an entity's account becomes delinquent by one day, that entity, as well as any other entity with a Service Provider Identification Number (SPIN) or Billed Entity Number (BEN) associated through a shared taxpayer identification number (TIN), will be considered in "Red Light" status. A green light indicates the entity is not delinquent, and USAC will make any disbursements to the associated SPIN or BEN.

Invoices and Payments- All vendors that submit proposals must agree to invoice the RSD the discount obligation portion and then send a Service Provider Invoice (SPI) to USAC for the eligible share unless otherwise stated in the RFP. Invoices must show both the Funding Request Number (FRN) for each product or service, the total monthly cost, the discount portion owed by the RSD, and the amount billed to USAC.

LDOE - The Louisiana Department of Education

Lowest Corresponding Price (LCP)- If during the contract period, there should be a decrease in prices of the equipment under contract, the Lowest Corresponding Cost shall be available to RSD. At no time shall the rates charged the RSD exceed the prices quoted in the initial response.

May, Should - Denotes an advisory or permissible action per La. R.S. 39:1556(33). Indicates something that is not mandatory but permissible, recommended, or desirable

Must, Shall, Will - The term denotes mandatory requirements per La. R.S. 39:1556(52). Failure to meet these mandatory requirements may result in rejection of the Proposer's response as non-responsive

Proposal – A submission by the Proposer to enter into a contract with the State to supply and support the products and/or services described in accordance with the RFP specifications.

Proposer – A firm, venture, or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.

Proprietary Information - Information held by the owner that, if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary.

Quantity and Quality of Materials or Services- The successful bidder(s) shall furnish and deliver the services or products designated in the bid. All services or products provided under the contract shall be by the bid specifications. There are no understandings, agreements, representations, or warranties, express or implied, not specified in the Agreement. The RSD may adjust quantities as needed. The amounts are based on the best estimate of the quantities needed over the life of a contract at the time of posting the E-Rate Form 470.

Response - The entirety of the vendor's submittal to each point of this RFP, including any and all supplemental proposals or information not explicitly requested within this RFP.

Request for Proposal (RFP) - An information gathering process to determine which vendors are qualified to provide services to the RSD.

SPIN - Service Provider Identification Number

Vendor, Supplier, Provider – For purposes of this RFP, "vendor," "supplier," and "provider" pertain to any entity responding to this RFP to provide the requested services to the RSD as a result of this RFP process.

1.6 Proposers Inquiry Periods

An inquiry period is firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written related questions. *Without exception*, all questions **MUST** be in writing and received by the close of business on the Inquiry Deadline date outlined in the Schedule of Events. Inquiries shall not be entertained before or after the closure date.

The State and/or RSD shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our internal customers. The State and/or RSD reasonably expect and require *responsible and interested Proposers* to conduct their in-depth proposal review and submit inquiries promptly. The State and/or the RSD shall only consider written and timely communications from Proposers.

Only *Sabra Reich, Director of Procurement & Operations*, has the authority to officially respond to proposers' written inquiries on behalf of the Recovery School District. Any communications from any other individuals are not binding on the RSD or State.

No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any state/RSD employee or state/RSD consultant.

Inquiries shall be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant RFP section. Only those inquiries received by the established deadline shall be considered by the State and/or RSD. Answers to questions that change or substantially clarify the RFP shall be issued by addendum and provided to all prospective Proposers.

Inquiries concerning this RFP may be delivered by mail, express courier, e-mail, hand, or fax to:

Sabra Reich
Director of Procurement & Operations
Recovery School District
909 Poydras Street, Suite 1230
New Orleans, LA 70112
E-Mail: Sabra.Reich@rsdla.net

Note: The RFP and all subsequent addenda will be posted to LaPAC, the State's online electronic bid posting, and notification system. LaPAC resides on the Office of State Procurement website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof are considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

1.7 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of

specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential Proposers, Bidders, Vendors, and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

Sabra Reich, Director of Procurement & Operations, is the designated contact person for this project.

In those instances, in which a prospective Proposer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss anything other than issues related to the current contract during the blacked-out procurement.

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671
2. Duly noticed site visits and/or conferences for Bidders or Proposers
3. Oral presentations during the evaluation process; or

Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

Part II. Proposal Information

2.1 Proposal Submittal

This Request for Proposal is available in electronic form at the LaPAC website. Please visit <https://www.cfpd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or printed form by submitting a written request to the RFP contracting officer with the RSD Office of Procurement & Contracts (OPC).

All proposals shall be received by the RSD Office of Procurement & Contracts (OPC) no later than the date and time in the Schedule of Events.

Important – Clearly mark the outside of the envelope, box, or package with the following information and format:

RFP Name:	E-Rate FY 2021-2022 – Information Technology Equipment and Installation with Project Management
Solicitation Number:	682001-21-1023
RFP Opening Date:	December 9, 2020
RFP Opening Time:	2:00 P.M. (CST)

Proposals may be mailed through the U.S. Postal Service, delivered by hand or courier to our physical address:

Louisiana Recovery School District
Office of Procurement & Contracts
Attention: Sabra Reich
909 Poydras Street, Suite 1230
New Orleans, Louisiana 70112

The proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of Procurement and Contracts (OPC) is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

The proposer is solely responsible for the timely delivery of its proposals. Failure to meet the proposal's opening date and time shall result in the rejection of any proposal.

2.2 Proposal Response Format

The proposal shall include enough information to evaluate the proposer's experience and qualifications to perform the scope of services as described herein. The proposal must include responses to all areas, as listed below.

If the proposer is responding to more than one type of service (e.g., equipment sales and delivery, installation only), each service type must be addressed.

The proposer should respond to all areas requested. Proposals shall be submitted in letter-size (8-1/2" x 11") format. Proposals shall follow the format and order of presentation described below:

A. Cover Letter

The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to deliver the products and/or services described in the RFP. The summary should confirm that the Proposer is willing to deliver those products and services and enter into a contract with the State.

If the proposer is responding to more than one type of service, each service area must be addressed.

ATTENTION: Please indicate in the Cover Letter, which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or limited partnership as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before the contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as a corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification, or other supportive documents should be attached to the Cover Letter.**
3. The Proposer has filed with the Secretary of State an affidavit **or** resolution **or** other acknowledged/ document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before a contract is awarded.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number and SPIN
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. Proposal

1. Table of Contents and Organization

The proposal should be organized in the order contained herein and include a table of contents. All pages should consist of in the header or footer of the name of the company and page numbers. All required **pricing forms** MUST appear in the last section of the proposal.

2. Executive Summary

Provide an executive summary of the Proposer's plan as well as its area(s) of expertise and resource capabilities that highlights its firm as superior or unique in addressing the needs of Recovery School District as stated in the scope of work.

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name, and phone number as well as a stipulation that the proposal is valid for a time period of one (1) year from the date of submission. The section shall also include a summary of the proposer's qualifications and ability to meet the State's overall requirements.

It shall include a positive statement of compliance with the contract terms as outline in Attachment II of the sample contract. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The proposer may submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered. All contracts awarded will begin on July 1, 2021.

3. Experience / Past Performance

The proposer should give a brief description of their company, including a brief history, corporate structure and organization, number of years in business, and copies of their latest financial statement.

This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in the E-Rate program, other states, or corporate/governmental entities of comparable size and diversity with references from entities, including names and telephone numbers of those references.

4. Proposed Project Staff

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project.

This information should include education, technical and E-Rate training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities, and any applicable certifications.

Resumes may be included. Explicitly include the role and responsibilities of each person on this project, his/her planned level of effort, his/her anticipated duration of involvement, and his/her on-site availability. Customer references (name, title, company name, address, and telephone number as well as the length of service) should be provided for the cited projects in the individual

resumes.

5. Approach and Methodology

The RSD is seeking the following three options to purchase eligible switches, wireless access points, 5-year licenses, 3-year support warranties, and related components for:

OPTION 1 - E-Rate eligible Category 2 equipment

OPTION 2 - E-Rate eligible equipment and installation

OPTION 3 - Installation of E-Rate eligible equipment

1. Proposals for Category 2 E-Rate equipment only: The RSD is seeking unit pricing proposals for switches, wireless access points, and related components. Proposers bidding on equipment only must fully explain how all specifications outlined in the Scope of Work will be fulfilled. The proposal must also include a complete description of this process to include estimated lead times for delivery, shipping, and coordination with the RSD assigned Project Manager (See Part IV. Scope of Services). If a Project Management fee is included, the Proposer must fully explain the services associated with the costs. The RSD will accept bids for equivalent makes and models of all equipment.
2. Proposals for Category 2 E-Rate equipment and installation: The RSD is seeking unit pricing proposals for switches, wireless access points, and related components. Proposers bidding on a turn-key solution must address the specifications and requirements in the Scope of Work Section, providing a detailed description of the approach and methodologies proposed for this project (See Part IV. Scope of Services). The RSD will accept bids for equivalent makes and models of all equipment.
3. Delivery and installation of equipment: Proposers of installation only must fulfill all requirements in the Scope of Work. All responses must include a complete description of the installation and Project Management process to include estimated lead times for delivery as well as methodologies for the installation of such equipment.

7. Proposed Plan

- a. Proposals should include any resources for project implementation or deployment.
- b. Present creative solutions or innovative concepts to meet the needs of the RSD for consideration.

8. Project Schedule

Delivery is a critical factor in this project. A project timeline must be submitted, reflecting milestones and durations for each task to be completed to implement the proposed solution successfully. A final schedule of these tasks will be mutually agreed upon after a Proposer is selected.

9. Proposed Fees

The RSD is requesting unit pricing for switches, access points, installation, 5-year licenses, 3-year support warranties, and related components.

Proposers must submit the correct pricing form preferred option selected. Below is a guide.

1. **EQUIPMENT ONLY** - Complete *Exhibit A – Equipment Only Unit Pricing Form*. If related components are needed, complete *Exhibit D – Sample Pricing Form Related Components*. Note: Do not include a cost for installation if the proposal is for equipment only.
2. **EQUIPMENT AND INSTALLATION** - Complete *Exhibit B – Equipment and Installation Unit Pricing Form*. If related components are needed, complete *Exhibit D – Sample Pricing Form Related Components*.

3. **INSTALLATION ONLY-** Complete *Exhibit C – Installation Only Unit Pricing Form*. Note: Proposers may provide a complete breakdown for the installation of each component or provide a single price. For example, a single price for the installation of a switch may include all elements such as SFP, cables, and other components.

Proposers may submit pricing for all options, but the correct pricing forms must be provided.

If there are any E-Rate ineligible items or services contained in the equipment list, vendors must provide a detailed itemized list of the ineligible cost and distinguishable from the E-Rate eligible part of the bid. For a list of eligible services, see <https://docs.fcc.gov/public/attachments/DA-19-1249A1.pdf>.

Submissions that do not clearly describe a fair and reasonable cost allocation where it is apparent that ineligible elements exist will not be accepted for review. Attending project meetings is not E-Rate eligible; therefore, E-Rate funding will not be used to pay for any ineligible services.

All pricing must appear on the forms provided in the RFP. The headings on each column may not be altered. However, the forms may be expanded to include any related component not listed.

Pricing must comply with LCP rules. If prices decrease during the term of the contract, the Vendor must provide the RSD at the lower price.

10. Financial Qualifications (minimum)

A Proposer submitting a response should demonstrate proof of the ability to obtain a performance bond in an amount equal to 100% of the total annual contract amount.

11. References

The RSD reserves the right to contact references concerning similar cooperative program participants who can attest to the respondent's ability to meet or exceed the RSD's requirements. Customer references (name, title, company name, address, and telephone number as well as the length of service) must be provided in the RFP response.

12. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship businesses (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>

If a Proposer is not certified small entrepreneurship as described herein but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar or percentage value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between

a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letters, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.la.gov/Legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.la.gov/Legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.la.gov/pages/osp/se/secv.aspx>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

When using this site, determine the search criteria (e.g., alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

Disadvantaged Business Enterprise

A Disadvantaged Business Enterprise ("DBE") is a for-profit small business concern (1) that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals, and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

The RSD does not conduct an independent DBE certification process. To qualify as a DBE for the RSD, a business must be certified as a DBE by the Louisiana Unified Certification Program (LAUCP) OR certified as a State and Local DBE (SLDBE) by the City of New Orleans, New Orleans Aviation Board, or Sewerage & Water Board of New Orleans.

A business that is currently certified as DBE under the Louisiana Unified Certification Program, and remains certified during the existence of this Contract, shall be DBE for purposes of this Contract.

A business that is currently certified as State and Local DBE (SLDBE) under the City of New Orleans, New Orleans Aviation Board, or Sewerage & Water Board of New Orleans, and remains certified during the existence of this Contract, shall be DBE for purposes of this Contract.

C. Certification Statement

The proposer must sign and submit Attachment I - Certification Statement.

2.3 Mandatory Requirements of Proposer

Vendors responding to this RFP shall have a minimum of five (5) years of acceptable general experience in providing E-Rate services and equipment, as listed in this RFP. The RSD will verify E-Rate experience by confirming previous filed annual Service Provider Annual Certifications (SPAC) that can be found at: <https://slweb.usac.org/Spin/Search>.

Since the Recovery School District relies on E-Rate funding to pay for requested services, vendors must include proof of “green light” status. Vendors must agree that should the status change to “red light” at any time during the bid process or contract period that they will immediately notify the Recovery School District in writing.

2.4 Number of Copies

The proposer shall submit one (1) signed original response. Four (4) additional hard copies and one (1) digital copy (readable PFD) shall also be provided. The original response shall contain signatures; that copy should be marked “ORIGINAL” or differentiated from the other copies of the proposal. This copy will be retained for incorporation by reference in any contract resulting from this RFP. All copies must contain the same information.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority shall be submitted.

2.5 Costs Incurred in the Preparation of Proposals

The State is not liable for any costs incurred by prospective Proposers or Contractors before issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer. They shall not be reimbursed in any manner by the State of Louisiana.

The State discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer’s capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

2.6 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable, and all questions should be answered in as much detail as practicable. Proposer’s response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

2.7 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The financial proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted following the conditions of the legend:

“The data contained in pages (list pages) of the proposal has been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL.”

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep the information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise identified as “confidential,” the Proposer agrees to indemnify and defend (including attorney’s fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2. (D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information, and the information may be considered public records.

2.8 Ownership of Proposals

All materials submitted in response to this request become the property of the State and/or the RSD. The selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by the State and/or the RSD and not returned to Proposers.

2.9 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable, and the Proposer is unwilling to extend the validity of its proposal.

2.10 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal, whether or not they produce or provide them. The State shall consider the selected Proposer to be the sole point of contact concerning contractual matters, including payment of any and all charges resulting from the contract.

2.11 Subcontracting Information

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, the State urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, small entrepreneurship, or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime Contractor under the terms of this RFP is also required for each subcontractor, and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

2.12 Changes, Addenda, Withdrawals

The State and/or the RSD reserve the right to change the calendar of events at any time. The State and/or the RSD also reserve the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such changes or addenda shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, before the proposal opening, and shall be submitted in a sealed envelope. Changes or addenda shall meet all requirements for the proposal.

2.13 Withdrawal of Proposal/Proposals

A Proposer may withdraw a proposal that has been submitted at any time up to the submission deadline. A written request signed by the authorized representative of the Proposer must be submitted to the RSD Office of Procurement and Contracts.

2.14 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

2.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

2.16 Waiver of Administrative Informalities

The State and/or the RSD reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

2.17 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

2.18 Independent Price Determination

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

2.19 Errors and Omissions in Proposal

The State will not be liable for any errors or omissions in the proposal. The proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

2.20 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards outlined in LAC 34: 136. The State must find that the proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during the performance
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them
- Is able to comply with the proposed or required time of delivery or performance schedule
- Has a satisfactory record of integrity, judgment, and performance
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations

Proposers should ensure that their proposals contain sufficient information for the state to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

Part III. Contract Terms

3.1 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon the performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

The contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities, and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suits, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace the said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product over six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence

is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being “without limitation,” and regardless of the basis on which the claim is made, Contractor’s liability **for direct damages shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

3.2 Termination

The State of Louisiana has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor’s fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor’s intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

3.2.1 Termination of the Agreement for Cause

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State’s failure and a reasonable opportunity for the State to cure the defect.

3.2.2 Termination of the Agreement for Convenience

The State of Louisiana may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

3.2.3 Termination of the agreement for Non-appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding

revenues for that year, or any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

3.3 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without the prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

3.4 No Guarantee of Quantities

The quantities referenced in the Request for Proposals are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana and/or the Recovery School District to increase or decrease the amount, at the unit price stated in the proposals.

Neither the State nor the RSD obligates itself to contract for or accept more than their actual requirements during the period of the agreement, as determined by actual needs and availability of appropriated funds.

Due to the dynamic nature of the District, the RSD may add or remove service sites at its discretion.

3.5 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Department of Education, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during regular working hours for this purpose.

3.6 Louisiana Record Retention

Louisiana requires the Contractor shall maintain all records in relation to the contract for at least five (5) years after final payment.

However, the current documentation retention requirement became effective upon announcement in the [Federal Register](#) on November 20, 2014. The suggested list of documents to be retained can be found in paragraphs 45-50 in the FCC's 5th Report and Order ([FCC 04-190](#)).

For example, if a service provider has a 3-year contract and provides services to the DISTRICT from Funding Years 2021 -2024, the service provider must **retain all records** on this transaction for 15 years (10 + 3 years).

3.7 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State. They shall, upon request, be returned by Contractor to the State, at Contractor's expense, termination, or expiration of the contract.

3.8 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of the contract, an audit of records, EEOC and ADA compliance, record retention, the content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on a contingency of appropriation of funds.

3.9 Taxes

Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

3.10 Insurance Requirements

The contractor shall furnish the State and/or the RSD with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State and/or the RSD before work commences. The State and/or the RSD reserve the right to require complete certified copies of all required policies, at any time.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana agency, shall be filed with the State and/or the RSD of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana and/or the Recovery School District before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and/or the Recovery School District and consented to by the State of Louisiana and/or the Recovery School District in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless the protection afforded by the Contractor covers such employees.

3.11 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

3.12 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. The venue of any action brought with regard to all activities associated with this RFP process shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

3.13 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

3.14 Proposer's Certification of No Federal Suspension or Debarment

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

3.15 Proposer's Eligibility

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension, or debarment exists, the proposer shall so state.

3.16 Continuing Obligation

The contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

3.17 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

3.18 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

3.19 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

3.20 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

3.21 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

3.22 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State of potential violations of the Code of Governmental Ethics arises at any time during the term of the Contract.

3.23 Proposer's Cooperation

Any Proposer has the duty to cooperate with the State and provide any fully and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State-owned documents.

3.24 Security

The contractor's personnel shall comply with all security regulations in effect at the State's premises the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>, and externally for materials and property belonging to the State or the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor accordingly. The contractor is responsible for promptly reporting to the State any known breach of security.

In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and Proposers with five (5) or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not to retaliate against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves

the right to reject the response of the Proposer if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.

3.25 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP, and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

3.26 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the RSD Office of Procurement and Contracts.

Changes to the contract include any change in compensation, beginning/ ending date of the contract, the scope of work, and/or Contractor change through the Assignment of the Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

Due to the dynamic nature of the District, the RSD may add or remove service sites at its discretion. A contract amendment will be issued to cover such changes.

3.27 Non-Exclusivity Clause

The agreement is non-exclusive and shall not in any way preclude the State and/or the RSD from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

3.28 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

3.29 Payment for Services

The Agency shall pay the Contractor in accordance with the Pricing Schedule set forth in the contract following successful negotiations. The Contractor may invoice the agency monthly at the billing address designated by the agency. The Agency will make payments within approximately thirty (30) days after receipt of a properly executed invoice and approval by the Agency. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

3.30 Late Payments

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

3.31 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Contractor(s) electronically. The methods of payment may be via the State's LaCarte card (procurement card), or EFT payments sent directly from the State's bank to the payee's bank.

Part IV. Scope of Work/Services

4.1 Overview of Scope of Work/Services

The RSD is seeking to obtain the most reliable, cost-effective solution possible which meets or exceeds the RSD's specifications and service requirements.

Proposers may bid on equipment that is equivalent that has the same functionality. The RSD previously has installed Cisco and Aruba products; however, vendors may offer equivalent products.

Architectural drawings are available for these sites; however, this contract will be used to purchase equipment and installation of equipment with Project Management for additional new schools. All future schools are based on the model and design, as explained in the RFP.

This RFP is issued to invite Proposers to submit information and bids for one, several, or all locations and services.

4.2 Products and Services

The Recovery School District (RSD) would like to receive information and proposals for:

- a. E-Rate eligible equipment (Only)
- b. E-Rate eligible equipment and Installation
- c. Installation of E-Rate eligible equipment

4.2.1 E-RATE ELIGIBLE EQUIPMENT ONLY

Proposers may bid on drop-shipment(s) of equipment only. However, Proposers shall have a secure warehouse with 100 miles of New Orleans to deploy the drop-shipments to the site.

All new schools are being built in New Orleans, which is prone to be impacted by weather conditions. The RSD will work with the winning Proposer to schedule the shipments timely, but in the event of flooding, unexpected delays may disrupt the schedule.

Proposers shall complete *Exhibit A – Equipment Only Unit Pricing Form*. If additional components are needed, complete *Exhibit D – Sample Pricing Form Related Components*. The RSD will accept proposals for equivalent equipment.

If project management costs are included in the responses, Proposers must provide a detailed explanation of the services included.

All equipment quoted must include an E-Rate eligible **manufacturer's** multi-year warranty for a period up to three years that is provided as an integral part of an eligible component. Warranties offered by companies other than the manufacturer will not be accepted. Proposers should check the E-Rate eligibility before quoting the warranty. Only support warranties that are 100% eligible for E-Rate funding will be accepted.

Most products requiring a manufacture's licenses are eligible for E-Rate funding

4.2.2 E-RATE ELIGIBLE EQUIPMENT AND INSTALLATION

The RSD will accept a proposal for a turn-key solution for E-Rate eligible equipment and installation.

The winning Proposer will be responsible for installation, Activation, and Initial Configuration for all E-Rate equipment included in the resulting agreement.

Proposers shall complete *Exhibit B – Equipment and Installation Unit Pricing Form*. If additional components are needed, complete *Exhibit D – Sample Pricing Form Related Components*. The RSD will accept proposals for equivalent equipment.

A Project Manager MUST be assigned to work with the RSD staff to coordinate scheduling, asset tagging, documentation, and other duties that are integral to the installation.

All equipment quoted must include a **manufacturer's** multi-year warranty for a period up to three years that is provided as an integral part of an eligible component. Warranties offered by companies other than the manufacturer will not be accepted. Proposers should check the E-Rate eligibility before quoting the warranty. Only support warranties that are 100% eligible for E-Rate funding will be accepted.

4.2.3 INSTALLATION ONLY

The RSD will accept proposals for installation only of the E-Rate eligible equipment ordered for this project.

The winning Proposer will be responsible for installation, activation, initial configuration, and testing of all E-Rate equipment included in the resulting agreement.

A Project Manager MUST be assigned to work with the RSD staff to coordinate scheduling, asset tagging, documentation, and other tasks that are integral to the installation.

Proposers submitting a bid for installation only are required to submit *Exhibit C – Installation Only Pricing Form*.

4.3 Quantities

Architectural drawings are available to all vendors; therefore, quantities can be estimated from the plans. The RSD is requesting pricing for a unit of one item, and the final quantities will be determined after an award(s) is issued.

Not-to-exceed quantities are listed on Form 470.

4.4 Consortiums and the E-Rate Program

The RSD is applying for E-Rate funding as the Lead Agency for three-member schools. As the Consortium Leader, the RSD is responsible for ensuring the E-Rate procurement and record-keeping compliance rules are followed.

Each school has signed a Letter of Agency Agreement to allow the RSD to apply for funding on its behalf.

The RSD will be responsible for all vendor payments; however, each school will be responsible for maintaining the E-Rate equipment after installation.

4.5 Period of Agreement

The initial period of any contract resulting from this RFP will be thirty-six (36) months. All contracts awarded will begin on July 1, 2021.

Part V. Evaluation and Selection

5.1 Evaluation Team

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee to select the Proposer most advantageous to the State with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by the State. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably eligible for being selected for the award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The RSD reserves the right to include a Round 1 and Round 2 scoring of proposals. The same scoring criteria below will be used during this process. If necessary, for additional scoring, the two highest-scoring vendor(s) will advance to Round 2. The top Vendor (s) in the Round 2 evaluation will proceed to an additional level of due diligence, which may include a BAFO process.

The Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

A written recommendation for an award shall be made for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if it is considered in the best interest of the State.

5.2 Mandatory Administrative Evaluation

All proposals will be reviewed to determine compliance with mandatory administrative requirements as specified in this RFP. Proposals found not to be compliant may be rejected from further consideration.

5.3 Evaluation Criteria

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on the information provided in the proposal. The evaluation of each response will be based on its overall competence, compliance, format, organization, taking into consideration the evaluation criteria below:

Criteria	Maximum Score
1. Approach and Methodology	18
2. Experience/ Past Performance	15
3. Personnel/Staff Qualifications	15
4. Cost of Services	40
5. Veterans, Hudson Initiative, or Disadvantaged Business Enterprise	12
Total Score	100

A common formula for the scoring cost is listed below:

Each proposal will receive a cost score computed as follows:

$$CS = (LPC/PC*40)$$

Where: **CS= Computed cost score for Proposer**
LPC = Lowest proposed cost of all Proposers
PC = Proposer's cost

The Evaluation Team will compile the scores and make a recommendation(s) to the head of the agency based on the highest score. The award of a contract is subject to the approval of the Superintendent of the Department of Education.

5.4 Written or Oral Discussions/Presentations

The State and/or the RSD reserves the right to enter into an agreement without further discussion of the proposals submitted based on the initial proposals received.

The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably eligible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the **Proposer** during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

5.5 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the RSD Office of Procurement & Contracts (OPC). Contact may be made by e-mail to Sabra.Reich@rsdla.net.

5.6 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected. The State may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions and clarification of the scope of work and/or implementation of the most cost-effective pricing available from the Proposers. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

The State and/or the RSD reserve the right to negotiate with the successful Proposer on final terms, conditions, and requirements, including cost.

5.7 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or obtaining the most cost-effective pricing available from the Proposers.

The written invitation will not obligate the State to a commitment to enter into a contract.

5.8 Contract Award, Formation and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting their standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in **Attachment II** of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. The State's mandatory terms and conditions including but not limited to those contained in this RFP, are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

The award shall be made to the Proposer with the highest score, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State may award contract(s) to multiple Proposers.

5.9 Notice of Intent to Award

Upon review and approval, a Notice of Intent to Award letter will be issued by the Office of Procurement and Contracts (OPC). A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the State and/or the RSD, the State and/or the RSD may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer. OPC will also notify all unsuccessful Proposers as to the outcome of the evaluation process.

Upon review and approval of the evaluation committee's and agency's recommendation for award, Office of Procurement and Contracts (OPC) will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon the successful negotiation of a final contract and approval. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

OPC will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public records. They shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

5.10 Small Business Entrepreneurship

Veteran Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative), Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs, Participation, or Disadvantaged Business Enterprise.

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Allotment of Reserved Points

If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.

If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.

If the Proposer is certified as Disadvantaged Business entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.

A business that is currently certified as State and Local DBE (SLDBE) under the City of New Orleans, New Orleans Aviation Board, or Sewerage & Water Board of New Orleans, and remains certified during the existence of this Contract, shall be DBE for purposes of this Contract.

If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone Number with area code: _____

C. Facsimile Number with area code: _____

D. US Mailing Address: _____

City: _____ State: _____ Zip: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least one year from the date of proposer's signature below;
- (5) Proposer understands that if selected as the successful proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
OPERATIONAL SERVICES CONTRACT**

BE IT KNOWN, the Department of Education, Office of Recovery School District of the State of Louisiana (hereinafter sometimes referred to as *State*) and (Contractor's name and legal address including Zip code as listed on the W-9) (hereinafter sometimes referred to as *Contractor*) do hereby enter into a contract with funds provided by the program entitled (Funding Source), under the following terms and conditions.

Scope of Services

Contractor hereby agrees to furnish the following services:

Description of Services to be provided.

- ***Specific goals and objectives:***

- ***Deliverables:***

- ***Performance Measures:***

- ***Monitoring Plan:***
(List monitoring plan.) This agreement will be monitored by (position title - do not enter an individual's name).

Payment Terms

In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of \$0.00 (maximum amount of contract). Payment will be made only on approval of (position title - do not enter an individual's name). The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes.

Contracts with services completed by June 30 must submit invoices no later than July 15. Due to funding constraints, funding may be unavailable for payment of services if invoices are not received by this date.

If progress or completion is obtained to the reasonable satisfaction of the agency, payments are scheduled as follows:

(Include payment terms here. Payments must be tied to completed deliverables or an approved budget)

Term of Contract

This Contract shall begin on (Month XX, 20XX) and shall terminate on (Month XX, 20XX). The effective date of this Contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party. Said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this Contract, including extensions hereto, be for a period of more than three (3) years.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and shall be identified under Federal Tax Identification Number **(Federal Tax ID or Social Security Number)**.

Reporting Income to State-Funded Retirement Systems

If the Contractor is receiving benefits from any State-funded retirement system, the Contractor is responsible for fully disclosing to the State, on or before the effective date of this contract, the existence and amount of such benefits and the date(s) of retirement. Failure by the Contractor to so disclose truthfully and accurately will be grounds for placing the Contractor in default. If said failure results in the State being liable to any State-funded retirement system for penalties, interest, or repayment of benefits, the Contractor shall be liable to the State for repayment of such amounts.

Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 -1672.4.

Governing Law

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including, but not limited, to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

Ownership

All records, reports, documents, products and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, products or other material

related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and Contractor hereby transfers and assigns to the State any and all intellectual property rights, included but not limited, to copyright to any records, reports, documents, products or other material created or developed by Contractor in connection with the performance of this contract. No records, reports, document, products or other materials created or developed under this contract can be distributed for free or for profit without the explicit written approval of the State Superintendent of Education.

If the contract is 8(g) funded, all provisions of this ownership clause apply except that upon termination or at the completion of 8(g) funding for a project/program, the State Board of Elementary and Secondary Education (SBESE) may approve a Contractor's request to retain equipment purchased with 8(g) funds based on the Contractor's assurance that the equipment will be used for educational enhancement.

Commissioner's Statements

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

Confidentiality

This contract is entered into by Contractor and the Department in accordance with the provisions of La. R.S. 17:3914, the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to La. R.S. 17:3914, FERPA and IDEA. Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to La. R.S. 17:3914, FERPA and/or IDEA to the Department at the conclusion of this contract.

Collections Fees

If Contractor invoices the State, and State pays Contractor, for work not done or for work not done in accordance with this contract, or if the State for any reason pays Contractor any amount not actually owed by State to Contractor pursuant to this contract, or if Contractor owes money to the State for any reason whatsoever as a result of this contract, the State may refer this matter to the Louisiana Attorney General for collection. If the State does refer this matter to the Louisiana Attorney General, Contractor agrees to pay, in addition to the debt owed to the State, the State's reasonable attorney's fees, up to a maximum fee of thirty-three and one-third percent (33 1/3%) of Contractor's debt.

Nonassignability

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning

his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contractor which relate to this contract.

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter related to employment.

Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the contract and debarment from future contracts.

Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.
IN WITNESS WHEREOF, the parties have executed this Agreement.

State Agency Signatures

Michael Nathan
Capital Finance Manager
Recovery School District

Kelli R. Peterson, Ed.D.
Assistant Superintendent of Equity, Inclusion
and Opportunities
Louisiana Department of Education

WITNESSES' SIGNATURES

CONTRACTOR'S SIGNATURE

By: _____

Telephone: _____

Procurement Office Use Only

Purchase Order # _____ Date: _____

EQUIPMENT ONLY UNIT PRICING FORM

1 of 3

	PRODUCT OR SERVICE	MAKE AND MODEL	QTY	UNIT PRICE COST	E-Rate INELIGIBLE, COST ALLOCATION	EXTENDED COST
1	Switches-16 Port	Cisco - C9500-16X-EDU, 16 ports, 3-Year Maintenance (or equivalent)	1			
2	Switch Uplink	Cisco - C9500-NM-8X Uplink Module, 8 ports (or equivalent)	1			
3	Switch License	Cisco - C9500-DNA-L-A, 5-Year Licenses (or equivalent)	1			
4	Switch-24 Port	Cisco - C9300L-24P-4X-EDU 24 port POE, 3-Year Maintenance (or equivalent)	1			
5	Switch License	Cisco - C9300L-DNA-E-24, 5-Year Licenses, (or equivalent)	1			
6	Switch Stacking Kit	Cisco C9300L-Stack-Kit (or equivalent)	1			
7	Switch-48 Port	Cisco C9300L-48PF-4X-EDU 48 Port POE, 3-Year Maintenance (or equivalent)	1			
8	Switch License	Cisco C9300L-DNA-E-48, 5-Year License (or equivalent)	1			
9	Stacking Kit	Cisco C9300L-Stack Stacking Kit (or equivalent)	1			
10	Protection Cage	Metal Protection Cage for Aruba WAP (or equivalent)	1			
11	Wireless Access Point (Indoor)	HPE Aruba – Q9H63A, 515, Indoor WiFi6 (or equivalent)	1			

EQUIPMENT ONLY UNIT PRICING FORM – Continued

	PRODUCT OR SERVICE	MAKE AND MODEL	QTY	UNIT PRICE COST	E-Rate INELIGIBLE, COST ALLOCATION	EXTENDED COST
12	Access Point Bracket	HPE Aruba – R3J15A, 9/16 Rail (or equivalent)	1			
13	Access Point Bracket	HPE Aruba - R3J16A, 15/16 Rail (or equivalent)	1			
14	Access Point Bracket	HPE Aruba - R3J18A, Solid Surface (or equivalent)	1			
15	Wireless Access Point (Outdoor)	HPE Aruba – JZ173A, 375 Outdoor Omni (or equivalent)	1			
16	Access Point Bracket	HPE Aruba - JW052A, Outdoor Arm, Omni (or equivalent)	1			
17	Wireless Access Point (Outdoor)	HPE Aruba – JZ183A, 377 Outdoor Directional (or equivalent)	1			
18	Access Point Bracket	HPE Aruba – JW054A, Outdoor Arm, Directional (or equivalent)	1			
19	Wireless Access Point (Outdoor)	HPE Aruba – R4H18A, 575 Outdoor Omni (or equivalent)	1			
20	Access Point Bracket	HPE Aruba – JW052A, outdoor Arm, Omni (or equivalent)	1			
21	Wireless Access Point (Outdoor)	HPE Aruba – R4H23A, 577 Outdoor Directional (or equivalent)	1			
22	Access Point Bracket	HPE Aruba – JW054A, outdoor Arm, Directional (or equivalent)	1			
23	Patch Cable	MMF-Patch Cable – Generic Length	1			

EQUIPMENT ONLY UNIT PRICING FORM – Continued

	PRODUCT OR SERVICE	MAKE AND MODEL	QTY	UNIT PRICE COST	E-Rate INELIGIBLE, COST ALLOCATION	EXTENDED COST
24	Patch Cable	SMF-Patch Cable – Generic Length	1			
25	Patch Cable	Cat. 6 Patch Cord – Generic Length	1			
26	SFP	SFP, MMF, Cisco Compatible-10 GSR-85	1			
27	SFP	SFP, SMF Cisco Comparable-10GLR-31	1			
28	SFP	Cisco SFP, MMF-10G-SR-S= (or equivalent)	1			
29	SFP	Cisco SFP, SMF 10G-LR-S= (or equivalent)	1			

EQUIPMENT AND INSTALLATION UNIT PRICING FORM

1 of 3

	PRODUCT OR SERVICE	MAKE AND MODEL	QTY	UNIT PRICE COST	INSTALL COST PER ITEM	E-Rate INELIGIBLE, COST ALLOCATION	EXTENDED COST
1	Switches-16 Port	Cisco - C9500-16X-EDU, 16 ports, 3-Year Maintenance (or equivalent)	1				
2	Switch Uplink	Cisco - C9500-NM-8X Uplink Module, 8 ports (or equivalent)	1				
3	Switch License	Cisco - C9500-DNA-L-A, 5-Year Licenses (or equivalent)	1				
4	Switch-24 Port	Cisco - C9300L-24P-4X-EDU 24 port POE, 3-Year Maintenance (or equivalent)	1				
5	Switch License	Cisco - C9300L-DNA-E-24, 5-Year Licenses, (or equivalent)	1				
6	Switch Stacking Kit	Cisco C9300L-Stack-Kit (or equivalent)	1				
7	Switch-48 Port	Cisco C9300L-48PF-4X-EDU 48 Port POE, 3-Year Maintenance (or equivalent)	1				
8	Switch License	Cisco C9300L-DNA-E-48, 5-Year License (or equivalent)	1				
9	Stacking Kit	Cisco C9300L-Stack Stacking Kit (or equivalent)	1				
10	Protection Cage	Metal Protection Cage for Aruba WAP (or equivalent)	1				
11	Wireless Access Point (Indoor)	HPE Aruba – Q9H63A, 515, Indoor WiFi6 (or equivalent)	1				

EQUIPMENT AND INSTALLATION UNIT PRICING FORM – Continued

	PRODUCT OR SERVICE	MAKE AND MODEL	QTY	UNIT PRICE COST	INSTALL COST PER ITEM	E-Rate INELIGIBLE, COST ALLOCATION	EXTENDED COST
12	Access Point Bracket	HPE Aruba – R3J15A, 9/16 Rail (or equivalent)	1				
13	Access Point Bracket	HPE Aruba - R3J16A, 15/16 Rail (or equivalent)	1				
14	Access Point Bracket	HPE Aruba - R3J18A, Solid Surface (or equivalent)	1				
15	Wireless Access Point (Outdoor)	HPE Aruba – JZ173A, 375 Outdoor Omni (or equivalent)	1				
16	Access Point Bracket	HPE Aruba - JW052A, Outdoor Arm, Omni (or equivalent)	1				
17	Wireless Access Point (Outdoor)	HPE Aruba – JZ183A, 377 Outdoor Directional (or equivalent)	1				
18	Access Point Bracket	HPE Aruba – JW054A, Outdoor Arm, Directional (or equivalent)	1				
19	Wireless Access Point (Outdoor)	HPE Aruba – R4H18A, 575 Outdoor Omni (or equivalent)	1				
20	Access Point Bracket	HPE Aruba – JW052A, outdoor Arm, Omni (or equivalent)	1				
21	Wireless Access Point (Outdoor)	HPE Aruba – R4H23A, 577 Outdoor Directional (or equivalent)	1				
22	Access Point Bracket	HPE Aruba – JW054A, outdoor Arm, Directional (or equivalent)	1				
23	Patch Cable	MMF-Patch Cable – Generic Length	1				

EQUIPMENT AND INSTALLATION UNIT PRICING FORM – Continued

	PRODUCT OR SERVICE	MAKE AND MODEL	QTY	UNIT PRICE COST	INSTALL COST PER ITEM	E-Rate INELIGIBLE, COST ALLOCATION	EXTENDED COST
24	Patch Cable	SMF-Patch Cable – Generic Length	1				
25	Patch Cable	Cat. 6 Patch Cord – Generic Length	1				
26	SFP	SFP, MMF, Cisco Compatible-10 GSR-85	1				
27	SFP	SFP, SMF Cisco Comparable-10GLR-31	1				
28	SFP	Cisco SFP, MMF-10G-SR-S= (or equivalent)	1				
29	SFP	Cisco SFP, SMF 10G-LR-S= (or equivalent)	1				

INSTALLATION ONLY UNIT PRICING FORM

1 of 3

	PRODUCT OR SERVICE	MAKE AND MODEL	QTY	INSTALL COST	E-Rate INELIGIBLE, COST ALLOCATION	EXTENDED COST
1	Switches-16 Port	Cisco - C9500-16X-EDU, 16 ports, 3-Year Maintenance (or equivalent)	1			
2	Switch Uplink	Cisco - C9500-NM-8X Uplink Module, 8 ports (or equivalent)	1			
3	Switch License	Cisco - C9500-DNA-L-A, 5-Year Licenses (or equivalent)	1			
4	Switch-24 Port	Cisco - C9300L-24P-4X-EDU 24 port POE, 3-Year Maintenance (or equivalent)	1			
5	Switch License	Cisco - C9300L-DNA-E-24, 5-Year Licenses, (or equivalent)	1			
6	Switch Stacking Kit	Cisco C9300L-Stack-Kit (or equivalent)	1			
7	Switch-48 Port	Cisco C9300L-48PF-4X-EDU 48 Port POE, 3-Year Maintenance (or equivalent)	1			
8	Switch License	Cisco C9300L-DNA-E-48, 5-Year License (or equivalent)	1			
9	Stacking Kit	Cisco C9300L-Stack Stacking Kit (or equivalent)	1			
10	Protection Cage	Metal Protection Cage for Aruba WAP (or equivalent)	1			

INSTALLATION ONLY UNIT PRICING FORM – Continued

	PRODUCT OR SERVICE	MAKE AND MODEL	QTY	INSTALL COST	E-Rate INELIGIBLE, COST ALLOCATION	EXTENDED COST
11	Wireless Access Point (Indoor)	HPE Aruba – Q9H63A, 515, Indoor WiFi6 (or equivalent)	1			
12	Access Point Bracket	HPE Aruba – R3J15A, 9/16 Rail (or equivalent)	1			
13	Access Point Bracket	HPE Aruba - R3J16A, 15/16 Rail (or equivalent)	1			
14	Access Point Bracket	HPE Aruba - R3J18A, Solid Surface (or equivalent)	1			
15	Wireless Access Point (Outdoor)	HPE Aruba – JZ173A, 375 Outdoor Omni (or equivalent)	1			
16	Access Point Bracket	HPE Aruba - JW052A, Outdoor Arm, Omni (or equivalent)	1			
17	Wireless Access Point (Outdoor)	HPE Aruba – JZ183A, 377 Outdoor Directional (or equivalent)	1			
18	Access Point Bracket	HPE Aruba – JW054A, Outdoor Arm, Directional (or equivalent)	1			
19	Wireless Access Point (Outdoor)	HPE Aruba – R4H18A, 575 Outdoor Omni (or equivalent)	1			
20	Access Point Bracket	HPE Aruba – JW052A, outdoor Arm, Omni (or equivalent)	1			
21	Wireless Access Point (Outdoor)	HPE Aruba – R4H23A, 577 Outdoor Directional (or equivalent)	1			
22	Access Point Bracket	HPE Aruba – JW054A, outdoor Arm, Directional (or equivalent)	1			

INSTALLATION ONLY UNIT PRICING FORM – Continued

	PRODUCT OR SERVICE	MAKE AND MODEL	QTY	INSTALL COST	E-Rate INELIGIBLE, COST ALLOCATION	EXTENDED COST
23	Patch Cable	MMF-Patch Cable – Generic Length	1			
24	Patch Cable	SMF-Patch Cable – Generic Length	1			
25	Patch Cable	Cat. 6 Patch Cord – Generic Length	1			
26	SFP	SFP, MMF, Cisco Compatible-10 GSR-85	1			
27	SFP	SFP, SMF Cisco Comparable-10GLR-31	1			
28	SFP	Cisco SFP, MMF-10G-SR-S= (or equivalent)	1			
29	SFP	Cisco SFP, SMF 10G-LR-S= (or equivalent)	1			

SAMPLE PRICING FORM RELATED COMPONENTS

PRODUCT OR SERVICE	MAKE AND MODEL	QTY	UNIT PRICE	E-Rate INELIGIBLE, COST ALLOCATION	EXTENDED COST	NOTES